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## LABOUR & EMPLOYMENT DEPARTMENT

### NOTIFICATION

The 6th October 2004

No. 8872—II/I(B)-193/1993-L. E.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 27th May 2004 in Industrial Disputes Case No. 245 of 1995 of the Presiding Officer, Labour Court, Bhubaneswar to whom the industrial disputes between the Management of M/s.Orissa Industries Limited, Barang and its Workman Shri Babaji Sahoo was referred for adjudication is hereby published as in the Schedule below :

### SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE No. 245 OF 1995

Dated the 27th May 2004

#### *Present :*

Shri P. K. Sahoo, o.s.j.s. (Jr. Br.)  
Presiding Officer, Labour Court  
Bhubaneswar.

#### *Between :*

The Management of .. First Party—Management  
M/s. Orissa Industries Limited  
Barang.

And

Its Workman .. Second Party—Workman  
Shri Babaji Sahoo.

#### *Appearances :*

For the First Party—Management .. Shri R. K. Dash  
Chief General Manager.

For the Second Party—Workman himself .. Shri Babaji Sahoo

## AWARD

The State Government in exercise of powers conferred by sub-section (5) of Section 12, read with clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 have referred the matter in dispute to this Court in the Labour & Employment Department Memo. No. 10805(5)-L.E., dated the 23rd August 1995 for adjudication and Award.

2. The terms of reference may briefly be stated as follows :

“Whether the termination of services of Shri Babaji Sahoo, Electrician by way of superannuation with effect from the 24th April 1991 by the management of M/s. Orissa Industries Limited, Barang is legal and/or justified ? If not, what relief he is entitled to ?”

3. Both the parties are present and filed a joint petition for compromise drawn up in Form ‘K’. Being asked, both the parties have admitted to have compromised the present case as per the terms of settlement. Parties have also agreed to drop the present case as per the terms of settlement. Since both the parties have amicably settled their disputes, I feel inclined to allow the petition for compromise filed by both the parties. Accordingly an Award is passed in terms of the settlement, which do form part of the Award.

Dictated and corrected by me.

P. K. SAHOO  
27-5-2004  
Presiding Officer  
Labour Court, Bhubaneswar

P. K. SAHOO  
27-5-2004  
Presiding Officer  
Labour Court, Bhubaneswar

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By order of the Governor  
D. MISHRA  
Under-Secretary to Government

**FORM 'K'**

(See Rule 64)

Memorandum of Settlement signed between the  
Management of Orissa Industries Limited, Barang, Cuttack  
and its Workman Shri Babaji Sahoo.

Appearing for the parties :

**(A) For the Management**

1. Shri R. K. Dash  
Chief General Manager.

**(B) For the Workman**

Shri Babaji Sahoo

Made part of the Award

P. K. SAHOO

27-5-2004

Presiding Officer, Labour Court  
Bhubaneswar.

**SHORT RECITAL OF THE CASE**

Whereas the Government of Orissa in Labour & Employment Department referred a purported dispute vide order of reference, dated the 23rd August 1995 for adjudication by the Presiding Officer, Labour Court, Bhubaneswar in respect of termination on account of superannuation of the workman with effect from the 24th April 1991 by the management and the same has been registered as Industrial Dispute Case No. 245 of 1995. Even though the parties have submitted their pleadings, evidence having been initiated, the matter has been fixed for hearing. However, the case having been long drawn as also keeping in view the uncertainty involved in the litigation, it led to initiation of bipartite talks of compromise by and between the parties out of Court. After protracted discussion with the mediation of advisors and well wishers of both parties, the dispute under the reference has been settled mutually and amicably between the parties under the following—

**TERMS OF SETTLEMENT**

1. It is agreed by and between the parties that the services of the workman shall be treated to have been superannuated with effect from the 24th April 1991.
2. Both the parties agree that as a gesture of good will to resolve all claims, disputes, grievances, outstanding payments, legal and superannuation benefits of the workman under different statutes including P. F., gratuity, bonus, etc. a sum of Rs. 12,000 (consolidated) shall be paid to the workman and that the workman shall not make or have any claim whatsoever in such regard.

3. It is agreed that the aforementioned amount shall be paid to the workman in the Court premises in cash on the date of acceptance of this Settlement by the Hon'ble Labour Court, which shall be accepted by the workman towards this settlement amount as aforestated.
4. Both the parties agree to file a joint petition for composition of the reference in Industrial Dispute Case No. 245 of 1995 before the Hon'ble Labour Court in terms of the present settlement.
5. It is agreed that by virtue of this settlement, all claims and disputes arising out of employment, non-employment and terms of employment of the workman under the first party management stand resolved fully and finally and that no other or further claim in such respect whatsoever shall lie or be raised by any party in future.
6. Both parties agree that the above settlement is fair, amicable and reasonable and they have lent their signature on their own volition and free will without any threat, coercion or undue influence whatsoever.

Signed this the 27th day of May, 2004.

Signature of the Parties :

**A. Signature of the Management**

1. Rajakishore Dash  
(R. K. Dash)

**B. Signature of the Workman**

1. Shri Babaji Sahoo, 27-5-2004  
(Babaji Sahoo)

WITNESSES :

1. N. K. Mishra, Advocate
2. S. Mishra, Advocate